



20020815000387980 Pg 1/5 34.00  
Shelby Cnty Judge of Probate, AL  
08/15/2002 13:29:00 FILED/CERTIFIED

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Timothy D. Davis -- (205) 930-5132

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Timothy D. Davis, Esq.  
Sirote & Permutt, P.C.  
P.O. Box 55727  
Birmingham, AL 35255-5727

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

Selkirk II Partners, L.L.C.

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

5120 Selkirk Drive

CITY

Birmingham

STATE

AL

POSTAL CODE

35242

COUNTRY

USA

1d. TAXID#: SSN OR EIN

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

1e. TYPE OF ORGANIZATION

limited liability co.

1f. JURISDICTION OF ORGANIZATION

Alabama

1g. ORGANIZATIONAL ID #, if any

AL 674-475

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME -insert only one debtor name (2a or 2b) -do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID#: SSN OR EIN

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

Colonial Bank

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

P. O. Box 1887

CITY

Birmingham

STATE

AL

POSTAL CODE

35201-1887

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

All of the equipment, fixtures, contract rights, general intangibles, and tangible personal property of every nature now owned or hereafter acquired by Debtor, all additions, replacements, and proceeds thereof and all other property set forth in SCHEDULE I attached hereto located on the real property described on EXHIBIT A attached hereto.

This UCC-1 is to be cross-indexed in real estate records.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING  
6. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2  
8. OPTIONAL FILER REFERENCE DATA

Filed as additional security for indebtedness in the amount of \$100,000 which is secured by a mortgage on which taxes have already been paid.

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

## 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

Selkirk II Partners, L.L.C.

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

## 10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

## 11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. TAXID#: SSN OR EIN

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE

## 12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME -insert only one debtor name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate.

The real estate situated in Shelby County, Alabama, more particularly described on Exhibit A attached hereto and incorporated fully herein by reference.

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

Debtor is the record owner of the real estate described on the attached Exhibit A

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction - effective 30 years

☐ Filed in connection with a Public-Finance Transaction - effective 30 years

## Schedule I

(1) All of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (herein referred to collectively as the "Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof (the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Property as between Debtor and Secured Party and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness described in and to be secured by that certain Mortgage and Security Agreement entered into by and between Debtor and Secured Party simultaneously herewith (as the same may be amended or modified from time to time, the "Mortgage");

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor; and

(d) All rents, issues, profits, revenues and proceeds of and from the Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds, and all proceeds from any sale or other disposition of the Property, or any part thereof), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as Debtor is not in default under the Mortgage or such collection is not otherwise restricted by the Mortgage.

(2) All of Debtor's right, title and interest in, to and under:

(a) All deposit or similar accounts relating to the Property or the Improvements;

(b) Debtor's books and records relating to the Property or the Improvements;



(c) All applications and commitments now in existence or hereafter made or issued relating to other financing of the Property and Improvements; and

(d) All contracts or other agreements to which Debtor now or hereafter is a party or a beneficiary (whether an original party or an assignee or other successor in interest to an original party) relating to the Property and/or the Improvements or to the construction, repairing, use, occupancy, equipping, marketing, management, sale or lease of all or any part of the Improvements and/or the Property, and any and all renewals, extensions and modifications of any thereof, and all bonds and other guaranties of payment or performance in favor of Debtor under or with respect to any thereof.

Except as otherwise specifically defined herein, all capitalized words and phrases used herein shall have the respective meanings attributable to them as set forth in the Mortgage, the terms and conditions of which are hereby incorporated herein by this reference.

## **Exhibit A**

### **Description of Land**

Inverness Parcel 12, as per plat recorded in Map Book 29, Page 150, in the Office of the Judge of Probate of Shelby County, Alabama, which Inverness Parcel 12 is more particularly described as follows:

Part of the SW 1/4- SE 1/4 of Section 2, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows: Commence at the SW corner of said SW 1/4 - SE 1/4 and run West along the South line of the SE 1/4 - SW 1/4 16.04 feet; thence a deflection angle right of  $87^{\circ}35'45''$  and run North 192.11 feet to the Southwest corner of Inverness Parcel 11-B; thence a deflection angle left of  $42^{\circ}53'58''$  and run Northwesterly along the Southwesterly line of said Parcel 11-B 141.34 feet to the Northwesterly corner of said parcel; thence a deflection angle right of  $75^{\circ}07'07''$  and run in a Northeasterly direction along the Northwesterly line of said Parcel 281.85 feet to the Northeasterly corner of said Parcel 11-B and the point of beginning of herein described Inverness Parcel 12; thence a deflection angle left of  $32^{\circ}13'09''$  and run in a Northerly direction along the Westerly line of said Parcel 12 345.63 feet to the Northwesterly corner of said Parcel 12, said point being a point on a curve to the right, on the Southerly Right of Way of Inverness Parkway, said curve having a radius of 695.00 feet and a central angle of  $22^{\circ}40'12''$ ; thence an interior angle of  $90^{\circ}00'00''$  to the tangent of said point on a curve and run to the right, in a Southeasterly direction along said Right of Way and the arc of said curve 274.99 feet to a point on said curve and the Northwesterly corner of Inverness Parcel 11-A; thence an interior angle of  $90^{\circ}00'00''$  from the tangent of said point on curve and run to the right in a Southwesterly direction along the Northwesterly line of Inverness Parcel 11-A, 120.00 feet; thence an interior angle of  $100^{\circ}44'45''$  and run to the right in a Southwesterly direction 44.09 feet; thence an interior angle of  $111^{\circ}57'53''$  and run to the right in a Northwesterly direction 52.02 feet; thence an interior angle of  $294^{\circ}32'18''$  and run to the left in a Southwesterly direction 49.06 feet; thence an interior angle of  $196^{\circ}56'16''$  and run to the left in a Southwesterly direction 37.99 feet; thence an interior angle of  $243^{\circ}01'43''$  and run to the left in a Southeasterly direction 56.14 feet; thence an interior angle of  $234^{\circ}40'40''$  and run to the left in a Southeasterly direction 42.53 feet to a point on the Northwesterly line of said Inverness Parcel 11-A; thence an interior angle of  $58^{\circ}31'01''$  and run to the right in a Southwesterly direction along said Northwesterly line of Inverness Parcel 11-A 222.81 feet; thence an interior angle of  $69^{\circ}35'15''$  and run to the right in a Northwesterly direction 45.00 feet to the Point of beginning.